

EXHIBIT B-4



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF CIVIL RIGHTS
GRAND RAPIDS

Mary Engelman, ACTING
DIRECTOR

November 13, 2019

Gentex Corporation
Corporate Headquarters
600 North Centennial Street
Zeeland, MI 49464

Re: Notice of Formal Complaint
Contact # 499476 Elizabeth Helminski v Gentex Corporation

Dear Sir/ Madam:

Enclosed is a copy of a complaint of discrimination. Please submit a detailed position statement with supporting documentation or propose a resolution within 14 days.

If you do not respond you will be required to complete and submit answers to a comprehensive set of interrogatories and/or comply with a request for documents.

The interrogatories and/or request for documents will be accompanied by an Order to comply within 28 days.

Please direct all correspondence and/or questions to:

A handwritten signature in black ink, appearing to read "Marques Beene".

Marques Beene
Civil Rights Investigator
phone: (616) 356-0014
fax: (616) 356-0399
email: beenem@michigan.gov

Enclosure

IMPORTANT LEGAL INFORMATION:

Civil rights laws prohibit retaliation or discrimination against a person who has filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing. Persons filing complaints are advised to contact the department if retaliation occurs.

You are required by law to preserve all records in your possession and/or under your control that may be relevant to this matter.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) Gentex Corporation Corporate Headquarters 600 North Centennial Street Zeeland, MI 49464	Person Filing Charge <div style="text-align: center;">See Attached</div> This Person (check one) <input checked="" type="checkbox"/> claims to be aggrieved <input type="checkbox"/> is filing on behalf of another
	Date of Alleged Violation <div style="text-align: center;"><i>Earliest Most Recent</i></div> <div style="text-align: center;">See Attached</div>
	Place of Alleged Violation <div style="text-align: center;">See Attached</div>
	EEOC Charge Number <div style="text-align: center;">R 23A-2020-00131C</div>
	MDCR Complaint Number <div style="text-align: center;">499476</div>

NOTICE OF CHARGE OF DISCRIMINATION
 IN JURISDICTIONS WHERE A FEP AGENCY WILL INITIALLY PROCESS
(See attached sheet for additional information.)

You are hereby notified that a charge of discrimination under

☒ Title VII of the Civil Rights Act of 1964

☐ The Age Discrimination in Employment Act of 1967 (ADEA)

☐ The Americans With Disabilities Act

☐ Genetic Information Nondiscrimination Act of 2008 (GINA)

has been received by the Michigan Department of Civil Rights (MDCR) and sent to the EEOC for dual filing purposes.

While EEOC has jurisdiction (upon the expiration of any deferral requirement if this is a Title VII or ADA charge) to investigate this charge, it may refrain from beginning an investigation and await the issuance of final findings and orders by MDCR. These final findings and orders will be given weight by EEOC in making its own determination as to whether reasonable cause exists to believe that the allegations made in the charge are true.

You are therefore encouraged to cooperate fully with MDCR. All facts and evidence provided by you to the MDCR in the course of its proceedings will be considered by the Commission when it reviews the MDCR's final findings and orders. In many instances the Commission will take no further action, thereby avoiding the necessity of an investigation by both MDCR and the Commission. This likelihood is increased by your active cooperation with MDCR.

As a party to the charge, you may request that EEOC review the final decision and order of the MDCR. For such a request to be honored, you must notify the Commission in writing within 15 days of your receipt of the MDCR's final finding and order. If the MDCR terminates its proceedings without issuing a final finding and order, you will be contacted further by the Commission. Regardless of whether the MDCR or the Commission processes the charge, the Recordkeeping and Non-Retaliation provisions of Title VII and the ADEA as explained in the "EEOC Rules and Regulations" apply.

For further correspondence on this matter, please use the MDCR complaint number shown.

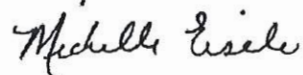
☐ An Equal Pay Act investigation (29 U.S.C 206(d)) will be conducted by the Commission concurrently with the MDCR's investigation of the charge.

☒ Enclosure: Copy of Charge

Basis of Discrimination
 Retaliation, Sex

Circumstances of Alleged Violation

See Attached

Date	Typed Name/Title of Authorized EEOC Official	Signature
NOV 14 2019	Michelle Eisele District Director	

CHARGE OF DISCRIMINATION		COMPLAINT/CHARGE NUMBER	
<i>This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing this form.</i>		MDCR # 499476 EEOC # <u>23A-2020-0031C</u>	
MICHIGAN DEPARTMENT OF CIVIL RIGHTS and THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION			
NAME (Indicate Mr., Ms., Mrs.) Mrs. Elizabeth Helminski		HOME TELEPHONE NO. (Include Area Code) (231) 740-3573	
STREET ADDRESS, CITY, STATE AND ZIP CODE 3450 Michigan Street NE, Grand Rapids, MI 49525			
Named is the employer, labor organization, employment agency, apprenticeship committee, state or local government agency who discriminated against me.			
NAME Gentex Corporation		# EMPL/MEMBERS 500	TELEPHONE NO. (Include Area Code) (616) 772-1800
STREET ADDRESS, CITY, STATE AND ZIP CODE Corporate Headquarters, 600 North Centennial Street, Zeeland, MI 49464			
CAUSE OF DISCRIMINATION BASED ON Retaliation, Sex		DATE OF MOST RECENT OR CONTINUING DISCRIMINATION September 30, 2019	
<p>I am a woman and believe I was treated differently on or around September 13, 2019, discharged on September 30, 2019, due to my sex and in retaliation for filing an internal complaint of discrimination on September 20, 2019.</p> <p>I was hired by the respondent in January 2019, and last worked as a senior product engineer at 600 North Centennial Street in Zeeland, Michigan.</p> <p>Other terms & conditions 09/13/2019 Sex</p> <p>Since January 2019, until on or around September 13, 2019, I have been treated differently by the respondent's male supervisor with being told be to be humble and instructed on more than one occasion to pretend not to understand something so my male colleagues can explain various technical concepts. I believe my sex was a factor in my difference in treatment.</p> <p>Discharge 09/30/2019 Sex , Retaliation</p> <p>On September 19, 2019, during an international sales meeting a male executive staff made an inappropriate joke with a gender reference. On September 20, 2019, I complained to my male supervisor about the incident, which led to set-up a meeting with HR diversity representative. Before the meeting could occur, on September 30, 2019, I was discharged by my male supervisor allegedly for Gentex not being a good work environment for me. I believe my sex and participating in a protected activity were factors in my discharge.</p> <p>This complaint is based on the following law: Elliott-Larsen Civil Rights Act No 453, Public Act of 1976, as amended Title VII, US Civil Rights Act of 1964, as amended</p>			
I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. I declare under penalty of perjury that the foregoing is true and correct. I also want this charge filed with the EEOC. I will advise the agencies if I change my address or telephone number, and I will cooperate fully with them in the processing of my charge in accordance with their procedures. 10/30/19  Date Signature of Charging Party / Claimant		NOTARY (When necessary to meet State and Local Requirements) SUBSCRIBED AND SWORN BEFORE ME THIS DATE (Day, month and year) <u>10/30/19</u>  Commissioned in <u>Kent</u> County Acting in <u>Kent</u> County Commission expires <u>8/26/23</u>	

EXHIBIT B-5

GENTEX CORPORATION ALTERNATIVE DISPUTE RESOLUTION POLICY

PURPOSE

This policy is intended to provide a fair, quick and cost-effective method of resolving all disputes arising from the termination of an employee by providing both a peer review and, if necessary, a hearing before and a binding opinion from an impartial arbitrator. This policy does not change the basic at-will employment status with Gentex.

SCOPE

This policy applies to all employees of the Company. It covers any and all complaints which the employee may have regarding his/her termination of employment. This includes complaints that might normally be filed with the court as a lawsuit or with a governmental agency, or any other similar action. It specifically includes, but is not limited to, claims for breach of contract, interference with contract, retaliation of any kind, or discrimination on the basis of age, gender, race, national origin, ethnicity, disability or handicap, marital status, veteran status, or any other protected status under either state or federal law. **This policy precludes other legal or administrative action** over termination of employment, other than an application for unemployment benefits. This policy is a condition of continued employment, and reporting for work after its effective date is considered voluntary acceptance of this policy.

TIMELINES

The terminated employee must file a written **request for Peer Review** with the Human Resources Director **within 14 days of the date of termination**. If the terminated employee is dissatisfied with the Company's response to the Peer Review recommendation, he/she may initiate the arbitration process by providing a written request for arbitration to the Human Resource Director **within 14 days of the date that Gentex issues and mails its written response to the Peer Review recommendation**. Failure to follow the timelines will result in forfeiture of the appeal and the claim.

PROCEDURE

A. Peer Review

1. If the employee timely requests a Peer Review, Gentex shall establish a Peer Review panel. The panel shall consist of three active employees, one selected by the employee, one selected by management, and one selected mutually by the other two panel members. If the two panel members are unable to mutually agree, a third panel member will be selected by blind draw from among the other eligible employees.

2. The panel shall consist of either hourly or salaried employees to match the status of the terminated employee.
3. The Peer Review panel shall hold a meeting to review the termination, and any documents or written statements submitted by either the employee or the Company representative. The employee and the Company representative may make a verbal presentation of their position to the Peer Review panel.
4. The Peer Review panel may request additional documents or to interview additional witnesses.
5. Within 30 days from the date of the request for a Peer Review, the panel shall issue a written recommendation to management stating whether the termination should be upheld, reversed or modified. The written recommendation shall contain a brief statement of the reasons for the recommendation.
6. Management shall, within 14 days after receiving the written recommendation, send a written statement to the terminated employee indicating whether the termination will be upheld, reversed or modified.
7. If the employee is dissatisfied, he/she must request arbitration within 14 days of the date of the Company's response was issued and mailed.
8. Neither party may use outside advocates or representatives during the Peer Review process.

B. Arbitration

1. If a timely request for arbitration is received, the Company will notify the Federal Mediation and Conciliation Service and request a list of neutral arbitrators.
2. Unless the Company and the employee mutually agree to one of the names from the list, the arbitrator shall be selected by the parties alternately striking names from the list, with the employee striking first, until one name remains on the list. That name shall be selected as the impartial arbitrator.
3. The arbitrator shall conduct a hearing in accordance with the procedural rules established by the Federal Mediation and Conciliation Service.

4. If either party chooses to have an outside advocate or representative, other than a company employee, they shall provide written notice of who the advocate will be within 14 days after the request for arbitration is received by the Company. If either party elects to use an outside advocate, the other party may automatically use an outside advocate, but must provide reasonable written notice of the identity of the advocate.
5. Each side shall be entitled to reasonable, limited discovery. This will include one deposition, a reasonable request for document production and one set of written interrogatories, not to exceed 10 questions. Any disputes regarding the discovery, or any requests for additional discovery, if not resolved by mutual agreement of the parties, shall be resolved by the arbitrator. The arbitrator shall have the power to assess reasonable penalties for noncompliance with discovery.
6. The parties may present witnesses and documents at the arbitration hearing. The parties shall be entitled to cross-exam the witnesses presented by the opposing party.
7. The arbitrator shall issue a written opinion, usually within 45 days of the close of the hearing, stating his/her conclusions of fact and law, as well as any remedy, if applicable.

APPLICABLE LAW/ARBITRATOR'S POWERS

The arbitrator is authorized and required to interpret and apply any law which is applicable to the employee's appeal. Common law claims, such as negligence, tort, and contracts, shall be interpreted in accordance with the laws of the State of Michigan. Any statutory claims shall be interpreted in accordance with the applicable state or federal law. The arbitrator shall have the authority to direct any remedy authorized by applicable state or federal law, including equitable relief, money damages, and reasonable attorney's fees, if allowable.

COSTS

The employee shall pay \$50 toward the cost of the arbitrator. Such payment shall be made to the Company prior to the date of the arbitration hearing. All other costs of the arbitrator shall be paid by the Company. Each side shall bear its own costs for witnesses, advocates, etc., unless specifically directed otherwise by the arbitrator.

NOTICES

Any notice or delivery required under this policy may be made by hand delivery or by certified mail. The Human Resource Director or his/her designee shall be Gentex's designated representative to receive notices. The employee shall provide a current address with the notice requesting Peer Review.

NONDISCLOSURE

The parties, and the Peer Review panel, will maintain as confidential all information and documents generated through the Peer Review and arbitration process, including the arbitrator's opinion. Such information shall not be disclosed to third parties, except as required by law.

ENFORCEMENT

If necessary, either party may seek judicial enforcement of the arbitrator's award through a court of competent jurisdiction.

MODIFICATION

Any change to the timelines, notices or procedures must be in writing, dated and signed by the employee and the Human Resource Director or his/her designee.

Gentex.arb

GENTEX CORPORATION

RECOMMENDATION

PEER REVIEW PANEL

Employee Name _____

Panel recommendation: Discharge Upheld _____

Discharge Reversed _____

Discharge Modified _____

Modification (if any) _____

Reasons: _____

Date _____

Signature *Signature* *Signature*

Disagreement (give reasons) _____

Date _____

Signature

EXHIBIT B-6



Alternative Dispute Resolution Policy & Procedure

Purpose

As a condition of employment with Gentex Corporation, all Team Members agree to follow this Alternative Dispute Resolution Policy, which applies to all claims, disputes, and controversies arising out of the employment and termination of employment with the Company, except where law prohibits arbitration of a claim. A version of this Policy is also included in the Team Member Handbook.

Scope

This Policy applies to all U.S. employees of Gentex Corporation ("Team Members") and all claims, disputes, and controversies between Gentex and Team Members, except where law prohibits arbitration of certain claims.

Policy

1. **Covered Claims:** This Policy and Procedure applies to any and all disputes, controversies, or claims over which a civil court could exercise jurisdiction that arise out of, or relates to, the employment relationship between Gentex, its affiliates and successors, past, present and future, and their owners, officers, directors, agents and employees, both present and former, and any Team Member, including but not limited to claims involving wrongful termination, harassment, discrimination, and retaliation; claims arising under state or Federal laws (including but not limited to Title VII, ADA, ERISA, FMLA, OWBPA, ADEA, NLRA, Persons with Disabilities Civil Rights Act, Elliott Larsen Civil Rights Act), but excluding claims for worker's compensation and unemployment compensation benefits.
2. **Notice Requirements:** The aggrieved Team Member must provide written notification to Gentex within a reasonable period of time but in no event later than six (6) months from the date the Team Member should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations.
3. **Representation, Discovery, and Subpoena Rights:** Each party may elect to be represented by an attorney or other representative of their choice. Each party shall have the right to prehearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party shall also have the right to subpoena witnesses and documents for the arbitration hearing.
4. **No Class or Representative Actions:** Arbitration must take place on an individual basis without resort to any form of class or representative action ("Class Action Waiver"). This Class Action Waiver precludes any party from participating in or being represented in any class or representative action regarding a claim subject to this Policy.
5. **Designation of Witnesses:** At least 30 days before the arbitration hearing, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing.



6. **Procedural Requirements:** Arbitration shall be in accordance with the Model Employment Arbitration Procedures of the American Arbitration Association in effect at the time written notice of the claim is given. The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot agree on the selection of the arbitrator, an arbitrator will be selected by the Ottawa County Circuit Court. The arbitration hearing shall take place in or near Zeeland, Michigan.

The arbitrator's decision will be final and conclusive. The arbitrator shall apply Federal law or the substantive law of the State of Michigan, and the Michigan Court Rules shall apply. The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of Gentex or other terms of the employment relationship and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue. All applicable statutory remedies are available to the Team Member. The arbitration award may be entered in the highest court for the forum, state or Federal, having jurisdiction over the issues.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, on request at the close of the hearing, shall be allowed to file a post-hearing brief, with the filing date being set by the arbitrator.

7. **Damages, Fees, and Costs:** This arbitration procedure does not waive or limit, in any way, any statutory damages to which a party claims it, he, or she is entitled. The Employer will pay the fees of the arbitrator except for that portion that is equal to the current civil filing fee in Federal court. Each party will deposit funds or post other appropriate security for its, his, or her share of the arbitrator's fee, in an amount and manner determined by the arbitrator, 10 days before the first day of hearing. Each party shall pay for its, his, or her own costs and attorney fees, if any. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney fees or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party in accordance with the statute or agreement.
8. **Disclaimer:** The provisions of this arbitration procedure shall not be construed to create any contract of employment, express or otherwise, and do not, in any way, alter the "at-will" employment relationship between the parties.
9. **Agreement to Arbitrate:** In exchange for continued employment at Gentex, Team Member agrees that any and all disputes, controversies, or claims Team Member may assert against the Company, including but not limited to any claim arising out of Team Member's employment or termination from employment with Gentex, either now or in the future, are subject to mandatory arbitration pursuant to this Alternative Dispute Resolution Policy and Procedure. **BY AGREEING TO THIS POLICY, EMPLOYEE IS GIVING UP THE RIGHT TO BRING CLAIMS IN A COURT OF LAW AND GIVING UP THE RIGHT TO A JURY TRIAL. EMPLOYEE FURTHER AGREES AND ACKNOWLEDGES THAT ALL CLAIMS SUBJECT TO THIS POLICY MUST BE BROUGHT ON AN INDIVIDUAL BASIS.**